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December 11, 2024

VIA PACER

Honorable Justin T. Quinn, U.S.M.J.
United States District Court
for the District of New Jersey
402 East State Street
Trenton, NJ 08608

Re: 1735 Jersey Ave LLC v. Luxe Living Design, LLC, et al.
Case No. 3:24-cv-06168-MAS-JTQ

1735 Jersey Ave LLC v. Luxe Living Design, LLC
Civil Action No. 3:24-cv-06175-MAS-JTQ

Dear Magistrate Judge Quinn:

As you are aware, this firm represents Plaintiff, 1735 Jersey Ave LLC (“Landlord”), in the above-referenced actions. I write further to Your Honor’s November 7, 2024 Order (the “Order”)¹ to apprise the Court that roof over the area leased by Defendant, Luxe Living Design, LLC (“Tenant”) has been replaced and all leaks have been ameliorated. Enclosed herein is a letter, dated December 11, 2024, which contains true and accurate photographs taken showing the state of the roof now and prior to the work.

As Your Honor may recall, the Order set a reduced amount of rent to be paid by Tenant while this roof work was ongoing. The Order further provided that, upon completion of the Roof, “Plaintiff shall so advise the Court...at which point the Court will consider adjusting the monthly amount to the contracted price.” As the roof has now been

¹ This Order is Document 35 in the “6168” action and Document 40 in the “6175” action. As Your Honor may recall from our scheduling conference, the parties disagree as to whether Your Honor intended to cover October 2024’s rent (as Landlord contends) or commence for November 2024’s rent (as Tenant contends). The parties’ contentions were addressed more fully in their letters to Your Honor, dated November 15, 2024.

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replaced, Landlord respectfully requests that Your Honor order Tenant to remit full rent on or before the first of each month in accordance with the parties' lease.²

Thank you for your attention to this matter.

Respectfully submitted,



Jonathan A. Ozarow

Encl.

² Lease article 3.01(a)(ii) provides that the base rent increases by four percent on the yearly anniversary of the "Commencement Date", which was December 15, 2023. Accordingly, as of January 1, 2024, Tenant's rent payments are \$257,151.08 representing (i) base rent of \$212,097.16 and (ii) additional rent of \$45,053.92. The additional rent contains estimates for insurance, real estate taxes, and operating expenses, but may be readjusted where, like here, an adjustment is warranted. For the avoidance of ambiguity, Landlord's current calculation of additional rent does not include expenditures made in connection with the recent roof work, and Landlord intends to adjust the additional rent in accordance with pertinent lease provisions and provide Tenant notice thereof.

Amergy Solar Inc.
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(866) 857-7875

December 11, 2024

Re: 1735 Jersey Ave, North Brunswick

Dear Jack / Subi,

I just wanted to inform you of the roof progress at 1735 Jersey Ave.

The back section of the roof has been completely finished.

Below are some before and after pictures.

Best regards,

Frank DeCicco
Amergy Solar



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